

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ABP Enterprises, LLC		03/01/2013	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	AlwaysOn, Inc.		
Street Address:	C/O tempCFO		
Internal Address:	200 North Almaden Blvd., Suite 250		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95110		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3189804	ALWAYSON	
CORRESPONDENCE DATA			
Fax Number:	4158362501		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	415 836-2557		
Email:	karl.hamel@dlapiper.com, heather.dunn@dlapiper.com, tmfilings@dlapiper.com		
Correspondent Name:	Heather A. Dunn		
Address Line 1:	555 Mission Street, Suite 2400		
Address Line 4:	San Francisco, CALIFORNIA 94105		
ATTORNEY DOCKET NUMBER:	356258-900104 - HAD/SCM		
NAME OF SUBMITTER:	Shannon C. Mo, Esq. - DLA Piper LLP (US)		

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 REEL: 005056 FRAME: 0268

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Signature:	/Shannon C. Mo/
Date:	06/25/2013
Total Attachments: 3 source=ABP to AlwaysOn, Inc.- Assignment Agreement#page1.tif source=ABP to AlwaysOn, Inc.- Assignment Agreement#page2.tif source=ABP to AlwaysOn, Inc.- Assignment Agreement#page3.tif	

TECHNOLOGY ASSIGNMENT AGREEMENT

This Agreement is entered as of March 1, 2013 between **ABP Enterprises, LLC** (formerly known as Always On, LLC), a California limited liability company (the "Assignor"), and **AlwaysOn, Inc.**, a Delaware corporation ("Assignee").

RECITALS

REDACTED

B. WHEREAS, Assignee desires to acquire all rights in and to the Intellectual Property (as defined in Section 1 herein); and

C. WHEREAS, Assignor desires to transfer to Assignee all of its rights in and to the Intellectual Property.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment. Assignor hereby assigns to the Assignee exclusively throughout the world all right, title and interest (whether or not now existing) in, together with the right to recover for damages and profits for past infringements thereof, if any, the (i)

REDACTED

and (iii) all copyrights, patent rights, trade secret rights, trademark rights, mask works rights, *sui generis* database rights and other intellectual property rights and all business, contract rights and goodwill in, incorporated or embodied in, used to develop or produce or use, or related to any of the foregoing; all with the exception of any of the foregoing owned by Tony Perkins, an individual, and/or by AlwaysOn, Inc. via assignment from Tony Perkins (the contents of this Section are collectively the "Intellectual Property").

REDACTED

REDACTED

IN WITNESS WHEREOF, the parties have executed this Agreement on the
day and year first indicated above.

ASSIGNOR

ABP ENTERPRISES, LLC
(formerly known as ALWAYS ON, LLC)

By: [Signature]
Name: ANTHONY PERKINS
Its: OWNER

ASSIGNEE

ALWAYSON, INC

By: [Signature]
Name: David Thomson
Its: President

EXHIBIT A
TO TECHNOLOGY ASSIGNMENT AGREEMENT

REDACTED

- All business plans of the Assignor and all goodwill associated with the brand “Always On” and the marks and logos therewith such as:

AlwaysOn

- All right, title and interest in and to the ALWAYSON trademark in the United States and throughout the world, together with all common law rights and the goodwill of the business symbolized thereby, and including but not limited to U.S. Trademark Registration No. 3189804.

REDACTED